APPENDIX LIDB AND CNAM SERVICE

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APPENDIX LIDB AND CNAM SERVICE

1.   INTRODUCTION

1.1   This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service and/or Calling Name Database Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**.

1.2   Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: **SBC-13STATE (which excludes NEVADA in this Appendix), SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH**.

2.   DEFINITIONS

2.1   **"Database (or Data Base)"** means an integrated collection of related data. In the case of LIDB and the CNAM Database, the database is the line number and related line information.

2.2   **"Account Owner"** means a telecommunications company, including **SBC-13STATE** that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

2.3   **"Personal Identification Number"** (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

2.4   **"Query"** means a message that represents a request to a Database for information.

2.5   **"Query Rate"** means a per-query usage rate that applies to each Query received at an **SBC-12STATE** Database.

2.6   **"Query Transport Rate"** means a per-query usage rate that applies to certain Queries transported from an **SBC-12STATE** STP to the SCP where LIDB and/or the CNAM Database resides and back.

2.7   **"Response"** means a message that, when appropriately interpreted, represents an answer to a Query.

3.   DESCRIPTION OF SERVICE

3.1   LIDB Service and/or CNAM Query provides **SPRINT** with certain line information that **SPRINT** may use to facilitate completion of calls or services. **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariffs:

   3.1.1   Tariff FCC No. 2 (applicable only to **SBC-AMERITECH**)

   3.1.2   Tariff FCC No. 73 (applicable only to **SBC-SWBT**)

   3.1.3   Tariff SNET Connecticut Access Tariff (applicable only to **SNET**)

   3.1.4   Tariff FCC No. 128 (applicable only to **PACIFIC**)

3.2   **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** will provide **SPRINT** with access to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** CNAM Database for CNAM Query except **SBC-AMERITECH** will provide access to its CNAM Database after May 17, 2000. CNAM Query allows **SPRINT** to retrieve the name associated with a calling number for use in **SPRINT**'s Calling Name Delivery Service (CNDS).

3.3   All **SPRINT** CNAM Queries to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. **SPRINT** acknowledges that such subsystem number and translation type values are necessary for **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** to properly process Queries to its CNAM Database.

3.4   **SPRINT** acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** CCS/SS7 network. **SPRINT** further agrees that **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**, at its sole discretion, shall employ certain automatic and/or manual overload controls within **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** CCS/SS7 network to guard against these detrimental effects. **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** will report to **SPRINT** any instances where overload controls are invoked due to **SPRINT**'s CCS/SS7 network and **SPRINT** agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.

3.5   Prior to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** initiating service under this Appendix, **SPRINT** shall provide an initial forecast of busy hour Query volumes by LIDB Service Application, including CNAM Query. If, prior to the establishment of a mutually agreeable service effective date in writing, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service and/or CNAM Query to **SPRINT**, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** shall notify **SPRINT** of **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**.

3.6   **SPRINT** will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. **SPRINT** shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.

3.7   **SPRINT** understands that access to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB and/or CNAM Database may not provide **SPRINT** with access to all of the data of all Account Owners in **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** s LIDB and/or CNAM Database. When a region in **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** implements LIDB Data Screening by Account Owner, certain Account Owners may choose to limit or restrict **SPRINT** from accessing their data. **SPRINT** understands that **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** will comply with Account Owners' requests to so limit or restrict their data. Should **SPRINT** desire access to any restricted Account Owner's LIDB Information, **SPRINT** understands that any requests and negotiations for such access to the Account Owner's LIDB Information will be between **SPRINT** and said Account Owner.

3.8   Account Owners are solely responsible for the accuracy and completeness of the Line Records they store in **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB and/or CNAM Database; accordingly **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** is not responsible for the accuracy or completeness of those Line Records. **SPRINT** will resolve any disputes regarding data accuracy with the appropriate Account Owner.

3.9   **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** provides LIDB Service and/or CNAM Database as set forth in this Appendix only as such services are used for **SPRINT**'s activities on behalf of **SPRINT**'s local service customers where **SBC-13STATE** is the incumbent local exchange carrier. **SPRINT** agrees that any use of **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB, for the provision of LIDB Service Applications and/or CNAM Query by **SPRINT**

outside of the area where **SBC-13STATE** is the incumbent local exchange carrier, will not be pursuant to the terms, conditions, rates, and charges of this Appendix or Agreement.

4.   PRICE AND PAYMENT

4.1   **SPRINT** will pay **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** a per-Query rate for each Query initiated into **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB and/or CNAM Database. **SPRINT** will also pay **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** a per-Query Transport Rate for each Validation and OLNS Query initiated into **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB and for each CNAM Query initiated into **SBC-SWBT**'s LIDB. These rates are set forth in Appendix Pricing.

4.2   **SPRINT** will pay a Service Establishment Nonrecurring Charge for each point code **SPRINT** requests to activate, change, rearrange, or modify for its LIDB Service and/or CNAM Query and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.

4.3   **SPRINT** will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service, LIDB Service Application, and/or CNAM Query in **SBC-SWBT** and **SBC-AMERITECH**. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.

4.4   **SPRINT** will make payment to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** for LIDB Service and/or CNAM Query based upon the rates set forth in Appendix Pricing. All tariffed rates associated with LIDB Services and/or CNAM Query provided hereunder are subject to change effective with any revisions of such tariffs.

4.5   Except as set forth in Section 4.11, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** will record usage information for **SPRINT**'s LIDB Service Queries and/or CNAM Queries terminating to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB. **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** will use its SCPs as the source of usage data.

4.6   If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in Section 8 of the General Terms and Conditions of this Agreement.

4.7   **SPRINT** will notify **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** when **SPRINT** discontinues use of an OPC used to Query LIDB and/or CNAM Database.

4.8   **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2 and 4.3.

4.9   Both Parties understand and agree that when **SPRINT** uses a single OPC to originate Queries to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB and/or CNAM Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support **SPRINT**'s **SPRINT** operations within **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** incumbent serving areas and when such Queries support other uses of **SPRINT**'s service platforms.

4.10   If **SPRINT** operates in more than one (1) State in **SBC-SWBT**'s or **SBC-AMERITECH**'s incumbent region(s), **SBC-SWBT** and/or **SBC-AMERITECH** will apply company-level rates to the LIDB Services and/or CNAM Query provided to **SPRINT** under this Agreement. **SBC-SWBT** and/or **SBC-AMERITECH** will develop these company-level rates based upon the rates established in the relevant States in their incumbent region(s) and an analysis of comparative usage of each state's LIDB and/or CNAM information.

4.11   The following applies only to **PACIFIC**:

4.11.1 Except as set forth in Sections 4.11.2 through 4.11.6, **PACIFIC** will record usage information for **SPRINT**'s LIDB Service Queries terminating to **PACIFIC**'s LIDB. **PACIFIC** will use its SCPs as the source of usage data.

4.11.2 Until such time as **PACIFIC** has the usage recording ability set forth in Section 4.5 above, **SPRINT** will provide **PACIFIC** with usage information from which **PACIFIC** will bill **SPRINT** for both **SPRINT**'s access and **SPRINT**'s Query-originating carrier customers' access to **PACIFIC**'s Calling Name Database and to **PACIFIC**'s LIDB for OLNS Queries. **SPRINT** will provide such information to **PACIFIC** on a monthly basis by a date agreed to by **PACIFIC** and **SPRINT**. **SPRINT** will deliver such information to locations specified by **PACIFIC**. If **SPRINT** uses a third-party's network to access **PACIFIC**'s Calling Name Database and/or **PACIFIC**'s LIDB for OLNS Queries, and **SPRINT**'s third-party network provider can record and provide **PACIFIC** with recordings of **SPRINT**'s usage, **PACIFIC** will accept such usage

provided that the requirements in this Section 4.11 will apply to **SPRINT**'s third-party network provider.

4.11.3 **SPRINT** will provide to, or cause to be provided to, **PACIFIC** CNAM Query and/or OLNS Query usage information at no additional charge to **PACIFIC**. **SPRINT** will either aggregate such usage by Originating Point Code or **SPRINT** will provide **PACIFIC** with reports that identifies usage by Originating Point Code. **SPRINT** and **PACIFIC** will agree upon the format and media type that **SPRINT** will use to provide such usage data to **PACIFIC**. **SPRINT** understands and agrees that **PACIFIC** cannot identify access by Account Owner until **PACIFIC** has the capability set forth in Section 4.5 above. When **PACIFIC** has the ability set forth in Section 4.5 above, **PACIFIC** will bill **SPRINT** based upon **PACIFIC**'s own usage recordings as set forth in Section 4.5 above.

4.11.4 **PACIFIC** will have the right to audit, at its expense, all source documents, systems, records, and procedures, to verify usage Information submitted by **SPRINT**.

4.11.5 While the provisions in Section 4.11 are in effect, **SPRINT** agrees that **PACIFIC** will bill **SPRINT** for all CNAM Queries and/or OLNS Queries **SPRINT** originate or transports to **PACIFIC**'s network. **SPRINT** will recover from its Query-originating carrier customers (if any) any charges associated with their access to **PACIFIC**'s Calling Name Database or **PACIFIC**'s LIDB for OLNS Queries, including such charges from **PACIFIC**. **SPRINT** agrees that it will not bill its Query-originating carrier customers for any usage that **SPRINT** has not reported to **PACIFIC** for billing. Once **PACIFIC** has the ability set forth in Section 4.5 above, **PACIFIC** and **SPRINT** will jointly determine which, if any, of **SPRINT**'s Query-originating carrier customers will be direct-billed from **PACIFIC** as set forth in Section 4.5 above.

4.11.6 Based upon the data identified in Section 4.5 of this Appendix, **PACIFIC** will bill **SPRINT** for its LIDB Service Queries on a monthly basis.

5.   OWNERSHIP OF INFORMATION

5.1   Telecommunications companies depositing information in **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB and/or CNAM Database (i.e., Account Owners) retain full and complete ownership and control over such information. **SPRINT** obtains no ownership interest by virtue of this Appendix.

5.2   Unless expressly authorized in writing by the Parties, **SPRINT** will use LIDB Service and/or CNAM Query only for purposes described in this Appendix.

SPRINT may use LIDB Service and/or CNAM Query for such authorized purposes only on a call-by-call basis. **SPRINT** may not store for future use any non-**SPRINT** data that **SPRINT** access from **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB. **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** agrees that **SPRINT** may use reports on LIDB usage and LIDB usage statistics and information similar to LIDB usage statistics to bill its carrier customers and to estimate **SPRINT**'s facilities usage needs, and for engineering, capacity, and network planning. **SPRINT** agrees that **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** may use statistics for the same purposes. **SPRINT** may aggregate individual LIDB statistics regarding the number of **SPRINT**'s LIDB Queries and similar type of information during a specified time period, such as a month or a year. **SPRINT** will only publish such statistics in aggregate form and will ensure that the all non-**SPRINT** names are redacted and cannot reasonably be identified from the published materials.

5.2   Proprietary information residing in **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB and/or CNAM Database is protected from unauthorized access and **SPRINT** may not store such information in any table or database for any reason.   All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

   5.2.1   Billed (Line/Regional Accounting Office (RAO)) Number

   5.2.2   PIN Number(s)

   5.2.3   Billed Number Screening (BNS) indicators

   5.2.4   Class of Service (also referred to as Service or Equipment)

   5.2.5   Reports on LIDB and CNAM Query usage

   5.2.6   Information related to billing for LIDB and CNAM Query usage

   5.2.7   LIDB and CNAM Query usage statistics

5.3   **SPRINT** will not copy, store, maintain, or create any table or database of any kind based upon information received in a Response from **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB and/or CNAM Database.

5.4   If **SPRINT** acts on behalf of other carriers, **SPRINT** will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB and/or CNAM Database.

6.   **TERM AND TERMINATION**

6.1   This Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Interconnection Agreement as a whole by either Party upon written notice given ninety (90) days in advance of the termination date.

6.2   If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.

6.3   Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** or **SPRINT** to terminate the Appendix, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** and **SPRINT** shall have no liability to the other in connection with such termination.

7.   **LIMITATION OF LIABILITY**

7.1   Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Service.

7.2   The remedies as set forth above in this Appendix shall be the exclusive remedy against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

7.3   In no event shall **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service and/or CNAM Query purchasers.

7.4   **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** is furnishing access to its LIDB and/or CNAM Database to facilitate **SPRINT**'s provision of services to its End Users, but not to insure against the risk of non-completion of any call. While **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** agrees to make every reasonable attempt to provide accurate LIDB and/or CNAM Database information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. **SPRINT** acknowledges that **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** can

furnish Line Record information only as accurate and current as the information has been provided to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** for inclusion in its LIDB and/or CNAM Database. Therefore, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to **SPRINT** or to **SPRINT**'s Query originating carrier customers except for such inaccuracies caused by **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH negligence**, willful misconduct or gross negligence.

7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:

    7.5.1 CALLING NAME INFORMATION PROVIDED TO **SPRINT** BY **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** HEREUNDER SHALL BE PROVIDED "AS IS". **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGE<u>S</u> OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH **SPRINT**'S OR **SPRINT**'S END USERS' USE OF THE CALLING NAME INFORMATION.

7.6 **SPRINT** acknowledges that **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. **SPRINT** also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** Calling Name Database and

provided to **SPRINT** or **SPRINT**'s query-originating carrier customers, except for such content related claims, damages, or actions resulting from **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** willful misconduct or gross negligence.

7.7   **SPRINT** acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.

7.8   **SPRINT** acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. **SPRINT** agrees not to attempt to obtain the caller's name information by originating a Query to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. **SPRINT** also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by **SPRINT** or **SPRINT**'s Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and **SPRINT** agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** harmless from and defend and indemnify **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from **SPRINT**'s or **SPRINT**'s Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** **negligence,** willful misconduct or gross negligence.

8.   COMMUNICATION AND NOTICES

8.1   Ordering and billing inquiries for the services described herein from **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** shall be directed to the Local Service Center (LSC).

9.   CONFIDENTIALITY

9.1   The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions in this Agreement.

10. **MUTUALITY**

10.1 **SPRINT** agrees to make its Line Record Information available to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**. Should **SPRINT** store its Line Record information in a database other than **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**, **SPRINT** will make such Information available to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** and the database provider. **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** agrees to negotiate in good faith to reach such an agreement. If **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, **SPRINT** acknowledges that such **SPRINT** Line Record information will be unavailable to any customer, including any **SPRINT**'s customer, that is served by **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

11. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as contained in Section 2.9 of the General Terms and Conditions.